

STATE OF INDIANA

COUNTY OF LAKE

STATE OF INDIANA,

Plaintiff,

JOE BUCCI,
individually and doing business as
CROWN MOTOR SALES

Defendant

Superior
IN THE LAKE CIRCUIT COURT

CAUSE NO. 45D100211PL00133

COMPLAINT FOR INJUNCTION, COSTS, AND CIVIL PENALTIES

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, petitions the Court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5 *et seq.*, for injunctive relief, costs, civil penalties, and other relief.

PARTIES

The Plaintiff, State of Indiana is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c).

2 The Defendant, Joe Bucci, is an individual doing business as Crown Motor Sales, with a principal place of business in Lake County, located at 1010 East Joliet Road, Crown Point, Indiana.

FACTS

3 At least since April 6, 2001, Defendant has regularly engaged in consumer transactions through the retail sale of motor vehicles.

4. On or about April 6, 2001, Defendant entered into a contract with Lorraine Golan for the sale of a 1992 Oldsmobile Achieva, VIN 1GNL14D4NM430436.

5. Defendant represented to Ms. Golan that a Ninety (90) day warranty from Auto Services Company, Inc. would be provided on the vehicle.

6. Based on the Defendant's representation that the vehicle was warranted, Ms. Golan purchased the vehicle. A true and accurate copy of the Bill of Sale acknowledging the warranty that was provided to Ms. Golan is attached and incorporated by reference as Exhibit "A."

Defendant further represented to Ms. Golan that her warranty would be administered by Auto Services Company, Inc. and provided Ms. Golan a brochure briefly describing the warranty and providing information on making a claim under the warranty. Attached and incorporated by reference as Exhibit "B" is a true and accurate copy of the warranty brochure that was given to Ms. Golan. A representative copy of the service agreement between Auto Services Company, Inc. and consumers is attached and incorporated by reference as Exhibit "C."

Defendant failed to submit the warranty to Auto Services Company, Inc.

9. In truth and in fact, no warranty coverage was provided on the vehicle purchased by Ms. Golan.

COUNT I-VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT

10. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs through 9 above.

The transaction referred to in paragraph 4 is a "consumer transaction" as defined by Ind. Code § 24-5-0.5-2(a)(1)

12. The Defendant is a “supplier” as defined by Ind. Code §24-5-0.5-2(a)(3).

13. The Defendant’s representations to Ms. Golan regarding the characteristics or benefits of the vehicle transaction, when the Defendant knew or reasonably should have known that the vehicle did not possess such, as referenced in paragraphs 5, 6, and 7, are a violation of the Indiana Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-3(a)(1).

14. Defendant’s representation to Ms. Golan that the consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if the supplier knows or should reasonably know that the representation is false, as referenced in paragraphs 5, 6, and 7, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-3(a)(8).

15. Defendant’s representation to Ms. Golan that he would be able to deliver a warranty from Auto Services Company, Inc. on the vehicle within a reasonable period of time, when the Defendant knew or reasonably should have known that he could not, as referenced in paragraphs 5 and 8, is a violation of the Indiana Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-3(a)(10).

16. Defendant’s representation to Ms. Golan that she would be able to purchase a vehicle with a Ninety (90) day warranty from Auto Services Company, when he did not intend to sell her a warranted vehicle, as referenced in paragraphs 5 and 8, is a violation of the Indiana Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-3(a)(

**COUNT II- KNOWING AND INTENTIONAL VIOLATIONS OF
THE DECEPTIVE CONSUMER SALES ACT**

17. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1-16 above.

18. The misrepresentations and deceptive acts set forth in paragraphs 5, 6, 7, and 8 were committed by the Defendant with knowledge and intent to deceive.

RELIEF

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against the Defendant, Joe Bucci, individually and doing business as Crown Motor Sales, for a permanent injunction pursuant to Ind. Code §24-5-0.5-4(c)(1), enjoining Defendants from the following

representing that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the supplier knows or should reasonably know it does not have;

b. representing that the subject of a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if the Defendant knows or should reasonably know that the representation is false;

representing expressly or by implication that the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know that he can not;

d. ~~representing expressly or by implication~~ that a consumer will be able to purchase the subject of a consumer transaction as advertised by the Defendant, if the Defendant does not intend to sell it as advertised;

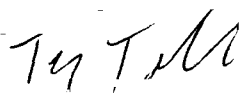
AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against the Defendants for the following relief:

- a. consumer restitution pursuant to Ind. Code § 24-5-0.5-4(d) for Lorraine Golan of Merrillville, Indiana, in an amount to be determined at trial;
- b. costs pursuant to Ind. Code §24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;
- c. on Count II of the Plaintiff's complaint, civil penalties pursuant to Ind. Code §24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana;
- d. on Count II of the Plaintiff's complaint, civil penalties pursuant to Ind. Code §24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana; and
- e. all other just and proper relief.

Respectfully submitted,

STEVE CARTER
Indiana Attorney General
Atty. No. 4150-64

By

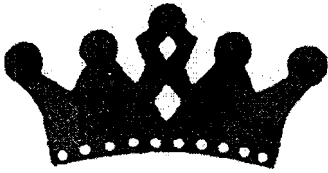

Terry Tolliver
Deputy Attorney General
Atty. No. 22556-49

Office of the Attorney General
Indiana Government Center South
302 W. Washington, 5th Floor
Indianapolis, IN 46204
Telephone: (317) 233-3300

BUCCI'S CROWN MOTOR SALES

1010 E. Joliet Rd.
Crown Point, IN 46307

Phone
219-663-DEAL
219-663-3325



BILL OF SALE

Purchaser's Name LORRAINE

Date 4/21

Address _____

City, State _____

Zip Code _____

Phone _____

Drivers License # _____

Social Security # _____

LL 74 341

TRADE IN

ORDERED VEHICLE

MAKE _____

SERIAL # _____

YEAR _____

ALLOWANCE _____

PAYOFF BALANCE _____

TOTAL ALLOWANCE _____

YEAR _____

TYPE achiova

COLOR PLAC

WARRANTY INFORMATION

USED: If the vehicle is a used vehicle is sold by Dealer AS IS WITH ALL FAULTS.
ALL VEHICLES whether the vehicle is new or used unless dealer furnishes buyer with a separate written express or implied, including all warranties of merchantability of fitness for a particular purpose and dealer expressly disclaims any liability to purchaser for any consequential damages, loss of time or inconvenience arising out of the purchase or operation of the vehicle.
I have read and I understand above warranty information.

SIGNED: [Signature]

Which is secured by a retail installment contract and judgment not executed by the undersigned on this date. Additional charges and insurance included in the retail installment contract are as follows:

MAKE _____

BODY TYPE _____

VIN# _____

Misc. Equipment _____

NOTES AND RETAIL INSTALLMENT CONTRACT HELD BY:

PAYMENTS OF _____ EACH FIRST PAYMENT DUE _____

I state that odometer mileage on VEHICLE BEING PURCHASED described above is _____ at time of transfer.

(Check the following if applicable)

☐ I further state that the actual mileage differs from the odometer reading for reasons other than odometer calibration error and that the actual mileage is unknown.

Signature of Transferer's (Dealer or Authorized Agent)

I state that odometer mileage on USED VEHICLE TRADED-IN described above is _____ at time of transfer.

(Check the following if applicable)

☐ I further state that the actual mileage differs from the odometer reading for reasons other than odometer calibration error and that the actual mileage is unknown.

Signature of Transferer's (Dealer or Authorized Agent)

The purchaser represents and warrants that he is of legal age; that he has title to and good right to sell and dispose of the used car trade-in, described above, that there are no liens, claims, and/or encumbrances thereon, and agrees to furnish good and sufficient title and hereby grants the above company power of attorney to assign and endorse said title for him.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

NO REFUNDS ON DEPOSITS

I certify that I am of legal age to execute a binding contract in this state and hereby acknowledge receipt of this order. I further certify that I have read these transactions and approve.

SIGNED: [Signature]

SALESMAN

APPROVED BY: [Signature]

Cash Price 3

Trade Allowance

Title Preparation & Documentary Fee

Sub Total 2500

5% Tax 75

Price 3675

EXHIBIT

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3500

17500

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repairs - we'll take

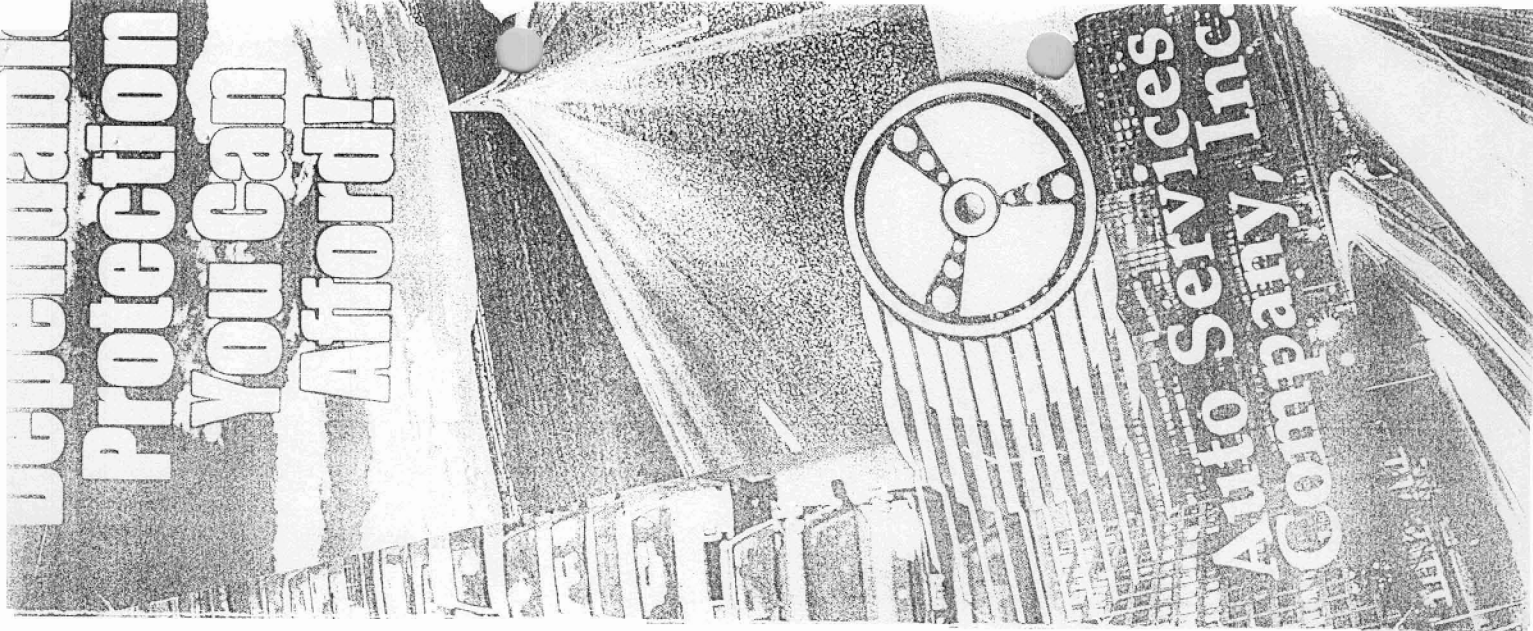
If You're Not Protected
Our Service Agreement

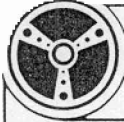
Automobile repairs vary from one repairman to the next. Always ask for a good idea of the cost of a particular repair. Always ask for an estimate. This will help you decide if the cost is worth the repair. Use a mechanic who is reputable and will assure that your satisfaction is guaranteed.

tabbles®

EXHIBIT

B





SERVICE AGREEMENT

This is not an insurance policy

98 - 17222

AGREEMENT HOLDER (PLEASE PRINT OR TYPE)		YEAR	MAKE	MODEL
ADDRESS		MILEAGE	DATE OF PURCHASE	CHARGE
CITY		STATE	ZIP	VIN#
PHONE	PLAN	TERM	SURCHARGE	
DEALER	DEALER #	<input type="checkbox"/> 1 <input type="checkbox"/> 3 Mo. / 3,000 Mile	<input type="checkbox"/> 4 x 4	
SALES PERSON		<input type="checkbox"/> 2 <input type="checkbox"/> 6 Mo. / 6,000 Mile	<input type="checkbox"/> All-Wheel Drive	
LIEN HOLDER		<input type="checkbox"/> 3 <input type="checkbox"/> 12 Mo. / 12,000 Mile	<input type="checkbox"/> Turbo	
		<input type="checkbox"/> 4 <input type="checkbox"/> 24 Mo. / 24,000 Mile	<input type="checkbox"/> Vehicle	
		<input type="checkbox"/> 5 <input type="checkbox"/> 36 Mo. / 36,000 Mile		
I have read, understood and received a copy of the terms and conditions of this agreement.		<input type="checkbox"/> 4 Yr. / 75,000 Mile*		
Customer Signature		<input type="checkbox"/> 5 Yr. / 100,000 Mile*		
WHITE - ADMINISTRATOR • CANARY - DEALER • GOLDENROD - LIENHOLDER • BOTH PINK - CUSTOMER		* Odometer Reading		

OPTION(S)

☐ Increase Liability Limit to \$1,000
(Plan 1- 3 Mo. / 3,000 Mile Only)☐ Increase Liability Limit to Actual Cash Value
(Plan 2 Only)

SCOPE OF AGREEMENT

THIS IS A LIMITED AGREEMENT.

Subject to the terms and conditions set forth herein, the Dealer, in return for the payment of the applicable charge, agrees to arrange for reimbursement to the **Repair Facility or Agreement Holder** up to the limits of liability for the **reasonable cost** (as determined by the Administrator) to repair or replace any parts specified in Paragraph I due to **MECHANICAL BREAKDOWN**.

NOTE: Any surcharges must be received with agreement for coverage to apply. Vehicles over 3/4 ton do not qualify for this coverage.

THE DEALER HAS ARRANGED WITH THE ADMINISTRATOR, AUTO SERVICES COMPANY, INC., TO PAY ALL AUTHORIZED CLAIMS. THIS AGREEMENT BECOMES VALID ONLY UPON RECEIPT AND ACCEPTANCE BY THE ADMINISTRATOR.

At the option of the **Administrator**, damaged parts may be replaced with new, like kind or good quality remanufactured, rebuilt or used parts. The **Administrator** reserves the right to select the methods of repair and/or repair facilities.

Paragraph I - PARTS

PLAN 1 - Drivetrain "Plus" Coverage

ENGINE Internally lubricated engine parts consisting of: Crankshaft and bearings, oil pump, pistons, piston rings, connecting rods and rod bearings, timing gears and chain or belt, camshaft and camshaft bearings, push rods, rocker arms, rocker arm shaft and hydraulic lifters, intake and exhaust valves, valve springs. Engine blocks are also covered if mechanical failure was caused by the above listed parts.

AUTOMATIC TRANSMISSION Internal transmission parts consisting of: Gears, input and output shafts, bearings, front pump, planetary assembly, steel and friction drums, governor assembly, valve body and torque converter.

STANDARD TRANSMISSION Internal transmission parts consisting of: Gears, input and output shafts, bearings, overdrive housing and transmission case if malfunction was caused by the listed parts. *Clutch plate, pressure plate, flywheel, release and pilot bearings are NOT included.*

DRIVE AXLE ASSEMBLY (2 Wheel Drive) Consisting of: Drive shaft, ring and pinion gears, pinion bearings, side carrier bearings, carrier assembly, thrust washers, axle and axle bearings. Universal and CV joints, except if boot was damaged prior to malfunction. Drive axle housing is also covered if damage is caused by failure of listed lubricated parts.

DRIVE AXLE ASSEMBLY (4 Wheel and All-Wheel Drive) Drive shaft, differential and CV joints. *With Applicable Surcharge.*

COOLING Water Pump (limited to 50% of parts and labor costs, **Plan 1 only**)

ELECTRICAL Alternator & Starter (limited to 50% of parts and labor costs, **Plan 1 only**)

24 HOUR EMERGENCY ROAD SERVICE Towing, Flat Tire Changing, Fuel and Fluid Delivery, Lock-out Service, "Jump" Starting, and Concierge Service.

PLAN 2 - Deluxe Coverage

All parts listed in PLAN 1 Plus

AIR CONDITIONING Compressor, evaporator, accumulator and condenser, if factory installed.

FRONT SUSPENSION (Coverage on vehicles with less than 50,000 miles at time of purchase) Mac upper and lower ball joints, steering knuckle, wheel bearings, control arm shaft and bushings.

STEERING Power steering pump, Steering gear housing and its internal parts and rack and pinion assembly.

BRAKES Master cylinder, ABS master cylinder, vacuum booster, wheel cylinders, disc brake calipers, ny *include pads, shoes, drums or rotors*

COOLING Radiator and fan clutch.

FUEL DELIVERY Mechanical fuel pump, fuel tank and metal fuel lines.

ELECTRICAL Battery, voltage regulator, wiper motors, window motors, electric cooling fan motor, electric fuel pump, electronic fuel injectors, ignition module and coils on D.I.S., engine operation computer, distributor, starter solenoid, seat motors and door lock actuators, manually operated switches for above listed parts.

PLAN 3 - 50% Deluxe Coverage

All of parts listed in PLANS 1 & 2. Limited to 50% of Parts & Labor

PLAN 4 - Maximum Coverage & PLAN 5 - Factory Companion

What's Covered

Any Necessary repair required as a result of a Mechanical Breakdown, Plus Rental Car Reimbursement. Except those items listed below. (Items not covered)

RENTAL CAR REIMBURSEMENT: In the event of mechanical breakdown of a covered component, the agreement holder will be reimbursed up to \$25 per day for a rental vehicle for each four hours of repair time as determined by a national flat rate guide. Total not to exceed \$150. Rental receipts required for reimbursement.

Items NOT Covered

ANY NORMAL MAINTENANCE ITEM Including...tires, wheels, wheel covers, shock absorbers, alignments, brake shoes or pads, rotors or drums, belts, hoses, filters, fluids, lubricants, freon or similar A/C coolants, exhaust or emission parts, clutch, pressure plate or clutch release bearing.

ANY TUNE UP ITEM Including...spark plugs and wires, distributor cap, carburetor.

ELECTRONIC EQUIPMENT Consisting of...sound reproduction components, alarm systems, wiring or wiring harness, telephone, clock, television, navigation equipment, inverter.

ANY BODY PARTS, INTERIOR PARTS, TRIM OR GLASS.

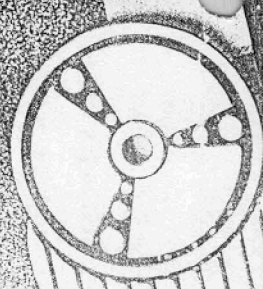
Paragraph II - LABOR (All the above coverages)

The Administrator will reimburse the agreement holder repair facility for the reasonable cost of labor to replace the required parts set forth in

EXHIBIT

C

Dependable
Protection
You Can
Afford!



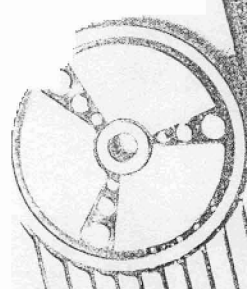
Auto Services
Company, Inc.



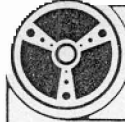
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EXHIBIT
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Auto Services
Company, Inc.



SERVICE AGREEMENT

This is not an insurance policy

98 - 17222

AGREEMENT HOLDER (PLEASE PRINT OR TYPE)		YEAR	MAKE	MODEL
ADDRESS		MILEAGE	DATE OF PURCHASE	CHARGE
CITY	STATE	ZIP	VIN#	
PHONE	PLAN	TERM	SURCHARGE	OPTION(S) <input type="checkbox"/> Increase Liability Limit to \$1,000 (Plan 1- 3 Mo. / 3,000 Mile Only) <input type="checkbox"/> Increase Liability Limit to Actual Cash Value (Plan 2 Only)
DEALER	<input type="checkbox"/> 1	<input type="checkbox"/> 3 Mo. / 3,000 Mile	<input type="checkbox"/> 4 x 4	
SALES PERSON	<input type="checkbox"/> 2	<input type="checkbox"/> 6 Mo. / 6,000 Mile	<input type="checkbox"/> All-Wheel Drive	
LIEN HOLDER	<input type="checkbox"/> 3	<input type="checkbox"/> 12 Mo. / 12,000 Mile	<input type="checkbox"/> Turbo	
I have read, understood and received a copy of the terms and conditions of this agreement.		<input type="checkbox"/> 24 Mo. / 24,000 Mile	<input type="checkbox"/> Vehicle	
Customer Signature		<input type="checkbox"/> 36 Mo. / 36,000 Mile		
WHITE - ADMINISTRATOR • CANARY - DEALER • GOLDENROD - LIENHOLDER • BOTH PINK - CUSTOMER		<input type="checkbox"/> 4 Yr. / 75,000 Mile*		
		<input type="checkbox"/> 5 Yr. / 100,000 Mile*		

SCOPE OF AGREEMENT

(THIS IS A LIMITED AGREEMENT)

Subject to the terms and conditions set forth herein, the Dealer, in return for the payment of the applicable charge, agrees to at the Repair Facility or Agreement Holder up to the limits of liability for the reasonable cost (as determined by the Administrator) any parts specified in Paragraph I due to MECHANICAL BREAKDOWN.

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NOTE: Any surcharges must be received with agreement for coverage to apply. Vehicles over 3/4 ton do not qualify for coverage. THE DEALER HAS ARRANGED WITH THE ADMINISTRATOR, AUTO SERVICES COMPANY, INC., TO PAY ALL AUTHORIZED CLAIMS. THIS AGREEMENT BECOMES VALID ONLY UPON RECEIPT AND ACCEPTANCE BY THE ADMINISTRATOR.

At the option of the Administrator, damaged parts may be replaced with new, like kind or good quality remanufactured, or the Administrator reserves the right to select the methods of repair and/or repair facilities.

Paragraph I - PARTS

PLAN 1 - Drivetrain "Plus" Coverage

ENGINE Internally lubricated engine parts consisting of: Crankshaft and bearings, oil pump, timing gears and chain or belt, camshaft and camshaft bearings, push rods, rocker arms, valves, valve springs. Engine blocks are also covered if mechanical failure was caused by the

1 parts
bearing:

AUTOMATIC TRANSMISSION Internal transmission parts consisting of: Gears, input and output shafts, governor assembly, valve body and torque converter.

bearings,
bearings
rings, sic

STANDARD TRANSMISSION Internal transmission parts consisting of: Gears, input and output shafts, clutch plate, pressure plate, flywheel, etc.

DRIVE AXLE ASSEMBLY (2 Wheel Drive) Consisting of: Drive shaft, ring and pinion gear, thrust washers, axle and axle bearings. Universal and CV joints, except if boot was damaged, damage is caused by failure of listed lubricated parts.

DRIVE AXLE ASSEMBLY (4 Wheel and All-Wheel Drive) Drive shaft, differential and CV joints.

With Applicable

COOLING Water Pump (limited to 50% of parts and labor costs, Plan 1 only)

ELECTRICAL Alternator & Starter (limited to 50% of parts and labor costs, Plan 1 only)

24 HOUR EMERGENCY ROAD SERVICE Towing, Flat Tire Changing, Fuel and Fluid Delivery

Concierge Service.

PLAN 2 - Deluxe Coverage

All parts listed in PLAN 1 Plus

AIR CONDITIONING Compressor, evaporator, accumulator and condenser.

FRONT SUSPENSION (Coverage on vehicles with less than 50,000 mi) upper and lower ball joints, steering knuckle, wheel bearings, control arm struts.

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rings

STEERING Power steering pump, steering gear housing and its internal parts.

BRAKES Master cylinder, ABS master cylinder, vacuum booster, wheel cylinders, brake pads, shoes, drums or rotors.

NO

COOLING Radiator and fan clutch.

FUEL DELIVERY Mechanical fuel pump, fuel tank and metal fuel lines.

ELECTRICAL Battery, voltage regulator, wiper motors, window motors, electrical module and coils on D.I.S., engine operation computer, distributor, starter, etc.

wires, ignitio
switches (if

PLAN 3 - 50% Deluxe Coverage

All of parts listed in PLANS 1 & 2, limited to 50% of Parts & Labor

PLAN 4 - Maximum Coverage & PLAN 5 - Factory Companion

What's Covered

Any Necessary repair required as a result of a Mechanical failure (not covered).

RENTAL CAR REIMBURSEMENT: In the event of mechanical breakdown, per day for a rental vehicle for each four hours of repair time as determined required for reimbursement.

the agreement hold
ie. Total not to exmbursed up to \$25
rental receipts

Items NOT Covered

ANY NORMAL MAINTENANCE ITEM Including: tires, wheel, hoses, filters, fluids, lubricants, freon or similar A/C coolants.

ANY TUNE UP ITEM Including: spark plugs and wires, distributor.

ELECTRONIC EQUIPMENT Consisting of: sound reproduction navigation equipment, inverter.

ANY BODY PARTS, INTERIOR PARTS, TRIM OR GLASS.

Paragraph II - LABOR (All the above coverages)

The Administrator will reimburse the agreement holder or repair facility for the reasonable cost of labor to replace the required parts set forth in

EXHIBIT

C